

Union Pacific Corporation



RECORDATION NO. 92785 F FILED 1993

MAY 3 1994 11:45 AM

INTERSTATE COMMERCE COMMISSION

Jack E. Jerrett
Senior Corporate Attorney

April 29, 1993

FEDERAL EXPRESS

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., NW
Washington, DC 20423

**Re: Missouri Pacific Railroad Equipment
Trust Certificates Series No. 7**

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of April 20, 1993 by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 9278.

I have enclosed a fee of \$16.00. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:ccm
Enclosures
cc: Robert E. Bartos

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 9278-E FILED 1425

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INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of April 1, 1978, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on March 13, 1978 and assigned Recordation No. 9278; a Supplemental Agreement, dated as of March 30, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 6, 1979 and assigned Recordation No. 9278-A; a Supplemental Agreement, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 26, 1980 and assigned Recordation No. 9278-B; a Supplemental Agreement, dated as of March 14, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 21, 1989 and assigned Recordation No. 9278-C; a Supplemental Agreement, dated as of January 31, 1992, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on February 5, 1992 and assigned Recordation No. 9278-D; and a Supplemental Agreement, dated as of December 21, 1992, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on December 23, 1992 and assigned Recordation No. 9278-E (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the construction

and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$16,200,000.00 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Series No. 7 Equipment Trust Certificates; and

WHEREAS, on April 1, 1993 the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.


WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has been destroyed or become unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

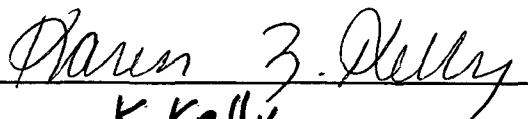
IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 20th day of April , 1993.

CHEMICAL BANK,

As Trustee

By: 
R. Morse

Attest:


K. Kelly

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 20th day of April, 1993, before me personally appeared P. Morse, to me personally known, who being by me duly sworn, said that he is a VICE PRESIDENT of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.


Notary Public

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EMILY FAYAN
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 31, 1993

Schedule A

**MISSOURI PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST AGREEMENT DATED APRIL 1, 1978
DESCRIPTION OF EQUIPMENT AS OF FEBRUARY 28, 1993**
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100 TON GONDOLA CARS

MP642050--MP642148, Inclusive
MP642150--MP642164, Inclusive
MP642166--MP642267, Inclusive
MP642269--MP642351, Inclusive
MP642353--MP642549, Inclusive

100 TON COVERED HOPPER CARS

MP706800--MP706823, Inclusive
MP706825--MP706838, Inclusive
MP706840--MP706845, Inclusive
MP706847--MP706862, Inclusive
MP706864--MP706890, Inclusive
MP706892--MP706902, Inclusive
MP706905--MP706915, Inclusive
MP706917--MP706918, Inclusive
MP706921--MP706924, Inclusive
MP706926--MP706931, Inclusive
MP706933--MP706961, Inclusive
MP706963--MP706964, Inclusive
MP706967--MP706984, Inclusive
MP706986--MP706995, Inclusive
MP706997--MP706999, Inclusive
UP240015
UP240024
MP83169
MP83171
MP83502

100 TON OPEN HOPPER CAR

MP582440

BI-LEVEL AUTO RACKS

MP7909--MP7917, Inclusive

corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CHEMICAL BANK,
as Trustee

(Seal)

By: Harmon Z. Kelly
Senior Trust Officer

ATTEST:

[Signature]
Sr. Trust Officer

MISSOURI PACIFIC RAILROAD COMPANY

(Seal)

By: Carl von Bern
Vice President

ATTEST:

[Signature]
Assistant Secretary

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STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 21st day of December, 1992, before me personally appeared Karen Z. Kelly, to me personally known, who, being by me duly sworn, says that she is a Senior Trust Officer of Chemical Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Emily Fayan
Notary Public

EMILY FAYAN
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 31, 1993

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the 21st day of December, 1992, before me personally appeared CARL VON BERNUTH, to me personally known, who being by me duly sworn, says that he is a Vice President of MISSOURI PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of such corporation, that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of the corporation.

(SEAL)

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Kathleen F. Owens
Notary Public

- 6 -

Notarial Seal
Kathleen F. Owens, Notary Public
Bethlehem, Lehigh County
My Commission Expires Oct. 19, 1998

of No